

Elliot Gale (Bar #263326)
egale@gajplaw.com
Joe Angelo (Bar #268542)
jangelo@gajplaw.com
Gale, Angelo, Johnson, & Pruett, P.C.
1430 Blue Oaks Blvd., Ste. 250
Roseville, CA 95747
916-290-7778 ph
916-721-2767 fax

Attorneys for Plaintiff
Sheila Rohl

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION

Sheila Rohl

Plaintiff,

v.

The Golden 1 Credit Union

Defendant.

CASE NO. 2:21-cv-0

PLAINTIFF’S COMPLAINT FOR DAMAGES:

1. Violation of the Rosenthal Fair Debt Collection Practices Act
2. Violation of the Telephone Consumer Protection Act

COMES NOW Plaintiff Sheila Rohl, an individual, based on information and belief, to allege as follows:

INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendant’s violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §1788, *et seq.* (hereinafter “Rosenthal Act”), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices and violation of the Telephone Consumer Protection Act 47 U.S.C. §227, *et seq.* (hereinafter “TCPA”), which prohibits the use of automated dialing equipment when making calls to consumers.

1 2. Plaintiff brings this action against Defendant The Golden 1 Credit Union (hereinafter
2 “Defendant” or “GOCU”) for its abusive and outrageous conduct in connection with debt
3 collection activity.

4 3. In Calif. Civil Code § 1788.1(a)-(b), the California Legislature made the following findings
5 and purpose in creating the Rosenthal Act:

6 (a)(1) The banking and credit system and grantors of credit to consumers are
7 dependent upon the collection of just and owing debts. Unfair or deceptive
8 collection practices undermine the public confidence which is essential to the
9 continued functioning of the banking and credit system and sound extensions of
10 credit to consumers.

11 (2) There is need to ensure that debt collectors and debtors exercise their
12 responsibilities to another with fairness and honesty and due regard or the rights of
13 the other.

14 (b) It is the purpose of this title to prohibit debt collectors from engaging in unfair
15 or deceptive acts or practices in the collection of consumer debts and to require
16 debtors to act fairly in entering into and honoring such debts, as specified in this
17 title.

18 4. While many violations are described below with specificity, this Complaint alleges
19 violations of the statutes cited in their entirety.

20 5. The TCPA was designed to prevent calls like the ones described herein, and to protect the
21 privacy of citizens like Plaintiff, and by enacting the TCPA, Congress intended to give consumers
22 a choice as to how corporate entities may contact them and to prevent the nuisance associated with
23 automated or prerecorded calls.

24 **JURISDICTION & VENUE**

25 6. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337, and 1367, and 47 U.S.C. § 227.

26 7. This venue is proper pursuant to 28 U.S.C. §1391(b).

27 8. Plaintiff lives in California and resides in the Eastern District of California.

28 9. Defendant is located in California and conducts business in California.

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GENERAL ALLEGATIONS

10. Plaintiff Sheila Rohl (hereinafter “Plaintiff”) is an individual residing in the state of California and is a “debtor” as defined by Cal. Civ. Code §1788.2(g).

11. At all relevant times herein, GOCU was a company engaged, by the use of mail, email, and telephone, in the business of collecting a debt from Plaintiff, and a “consumer debt,” as defined by Cal. Civ. Code §1788.2(f).

12. At all relevant times, Defendant acted as a “debt collector” within the meaning of Cal. Civ. Code §1788.2(c)

13. Plaintiff obtained an unsecured loan with Defendant in mid-2016.

14. The account Plaintiff opened with Defendant was primarily for personal, family or household purposes and is therefore a “debt” as that term is defined by the Calif. Civil Code § 1788.2(d) of the Rosenthal Act.

15. Defendant has been attempting to collect on a debt that originated from monetary credit that was extended primarily for personal, family, or household purposes, and was therefore a “consumer credit transaction” within the meaning of Calif. Civil Code § 1788.2(3) of the Rosenthal Act.

16. Because Plaintiff, a natural person allegedly obligated to pay money to Defendant arising from what Plaintiff is informed and believes was a consumer credit transaction, the money allegedly owed was a “consumer debt” within the meaning of California Civil Code § 1788.2(f) of the Rosenthal Act.

17. Plaintiff is informed and believes that Defendant is one who regularly collects or attempts to collect debts on behalf of themselves, and is therefore a “debt collector” within the meaning of the Calif. Civil Code § 1788.2(c) of the Rosenthal Act, and thereby engages in “debt collection” within the meaning of the California Civil Code § 1788.2(b) of the Rosenthal Act, and is also therefore a “person” within the meaning of California Civil Code § 1788.2(g) of the Rosenthal Act.

18. Plaintiff’s account was an unsecured loan.

19. Plaintiff began making payments on the account shortly after it was opened.

1 20. Plaintiff eventually became financially unable to keep up with the monthly payments on
2 the loan.

3 21. Defendant began contacting Plaintiff in approximately August of 2020 to inquire about
4 the status of the account and to collect on the payments that were no longer being made.

5 22. Plaintiff retained counsel to assist in dealing with Defendant's debt and to seek some type
6 of financial relief.

7 23. Counsel for Plaintiff sent Defendant a letter confirming representation of Plaintiff and
8 informing Defendant that it was to no longer contact Plaintiff directly and that all
9 calls/letters/collection efforts were to no longer be directed at Plaintiff.

10 24. The content of the letter also informed Defendant that Plaintiff was withdrawing her
11 consent to be contacted on her cellular telephone.

12 25. Counsel for Plaintiff sent the letter of representation to Defendant on October 16, 2020,
13 via certified mail.

14 26. Defendant received the certified letter on October 23, 2020.

15 27. Plaintiff informed Defendant that she was revoking her consent to be called on her
16 telephone in October of 2020.

17 28. Defendant continued to contact Plaintiff after the certified letter of representation was
18 received and Defendant was aware that Plaintiff was revoking consent to be contacted on her
19 cellular telephone with an ATDS.

20 29. Defendant's calls continued through December of 2020

21 30. Defendant would sometimes call Plaintiff numerous times each day demanding payment
22 on the account.

23 31. Defendant would use an automatic dialing machine when placing the calls to Plaintiff.

24 32. Plaintiff was contacted repeatedly regarding non-payment of the debt owed to Defendant
25 despite Defendant being notified that Plaintiff had retained counsel to deal specifically with the
26 debt owed to Defendant and that Plaintiff revoked consent to be contacted on her cellular
27 telephone.
28

1 33. Defendant's calls were frequent in nature and continued despite receiving written
2 confirmation that Plaintiff was represented by an attorney and that all calls to Plaintiff's cellular
3 telephone were to stop.

4 34. Despite receiving written notice regarding Plaintiff's representation by counsel and
5 revocation of her consent to be contacted on her cellular telephone Defendant continued to call
6 and contact Plaintiff daily regarding her account with Defendant.

7 **FIRST CAUSE OF ACTION**
8 (Violation of the Rosenthal Act)
9 (Cal. Civ. Code §§ 1788-1788.32)
(Against Defendant GOCU)

10 35. Plaintiff realleges and incorporates herein the allegation in each and every paragraph
11 above as though fully set forth herein.

12 36. Plaintiff provided written notice that she was represented by sending Defendant a letter
13 with the name, address, and contact information of her attorney and informed Defendant that she
14 was represented.

15 37. Defendant continued to call and attempt to make contact with Plaintiff despite receiving
16 notice of representation and being informed that Plaintiff had retained counsel in an effort to deal
17 with the debt that was owed to Defendant.

18 38. The calls and communications made by Defendant to Plaintiff were not related to
19 statements of Plaintiff's account and were attempts to collect a debt.

20 39. Plaintiff received numerous calls from Defendant after Defendant was informed of
21 Plaintiff's representation by counsel.

22 40. Defendant received a certified letter from Plaintiff's counsel on October 23, 2020.

23 41. Defendant contacted Plaintiff at least 49 (forty-nine) separate times after being informed
24 that Plaintiff retained an attorney and was informed of the representation.

25 42. Defendant violated Cal. Civ. Code §1788.14 by contacting Plaintiff after receiving noticed
26 that Plaintiff had retained an attorney.

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SECOND CAUSE OF ACTION

(Violation of the TCPA)
(47 USC § 227)
(Against Defendant GOCU)

43. Plaintiff realleges and incorporates herein the allegation in each and every paragraph above as though fully set forth herein.

44. Defendant was informed that Plaintiff revoked her consent to be contacted by Defendant in October of 2020.

45. Defendant called Plaintiff numerous times since Plaintiff withdrew her consent to be contacted by an automatic dialing machine.

46. Defendant would contact Plaintiff nearly daily regarding payment on the accounts.

47. Defendant placed the above cited calls using an artificial or prerecorded voice to deliver the collection messages without Plaintiff's prior express consent.

48. All calls placed by Defendant to Plaintiff utilized an "automatic telephone dialing system" as defined by 47 U.S.C. §227(a)(1).

49. These calls were made to Plaintiff's cellular telephone and were not calls for an emergency purposed as defined by 47 U.S.C. §227(b)(1)(B).

50. Plaintiff expressly revoked any consent that may have previously been given to Defendant to be contacted by an automatic dialing machine in November of 2019.

51. Overall Plaintiff was contacted at least 49 (forty-nine) times by Defendant on her cellular phone.

52. These telephone calls by Defendant, or its agent, violated 47 U.S.C. §227(b)(1)(A)(iii).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

a. An award of actual damages pursuant to California Civil Code §1788.30(a), as will be proven at trial, which are cumulative and in addition to all other remedies provided for in any other cause of action pursuant to California Civil Code §1788.32.

b. An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code

§1788.30(b), which are cumulative and in addition to all other remedies provided for in California Civil Code §1788.32; and

- c. An award of costs of litigation and reasonable attorney's fees pursuant to Cal. Civ. Code §1788.30(c).
- d. An award of statutory damages of \$1,500.00 pursuant to 47 U.S.C. §227(b)(3)(C) for each and every violation.
- e. Pursuant to 47 U.S.C. §227(b)(3)(A), injunctive relief prohibiting such conduct in the future.

Gale, Angelo, Johnson, & Pruett, P.C.

Dated: February 16, 2021

By: /s/ Joe Angelo
Joe Angelo
Elliot Gale
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of this matter by jury.

Gale, Angelo, Johnson, & Pruett, P.C.

Dated: February 16, 2021

/s/ Joe Angelo
Joe Angelo
Elliot Gale
Attorneys for Plaintiff